

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

MAERSK LINE,) IN ADMIRALTY
)
Plaintiff,) Case No.
)
vs.)
) COMPLAINT FOR MONEY DUE
GOLDEN HARVEST ALASKA) UNDER TARIFF & SERVICE
SEAFOOD, LLC,) CONTRACTS, BREACH OF
Defendant.) CONTRACT(S), QUANTUM
_____) MERUIT, ACCOUNT STATED

Maersk Line alleges that:

FIRST COUNT

(For Money due Under Tariff & Service Contracts)

1. This Court has jurisdiction under 28 U.S.C. §§1331 and 1333. This matter arises under the laws of the United States, in particular, The Shipping Act of 1984, (as amended) 46 U.S.C. §§40101 et seq. (hereinafter "The Act"), and involves contract(s) within the jurisdiction or claims pendent or ancillary to the same. This is an admiralty and maritime claim.

2. Maersk Line (hereinafter "Plaintiff") is a common carrier by water, *inter alia*, in the interstate and foreign commerce of the United States as defined in

1. The Act and was such a common carrier for the benefit of Golden Harvest Alaska
2. Seafood, LLC. Golden Harvest Alaska Seafood, LLC is also known as Golden
3. Harvest Seafood LLC (collectively "Golden Harvest").

4. 3. Defendant is and was at all times herein mentioned, a natural person,
5. firm, association, organization, partnership, corporation, business, trust, or public
6. entity, with its place of business or residence in this district and is and was a legal
7. entity capable of being sued.

8. 4. Venue is proper in this judicial district because defendant Golden
9. Harvest has a business address of 2219 Rimland Drive, Bellingham, Whatcom
10. County Washington and does business in this district.

11. 5. Plaintiff has filed a schedule of its rates and charges and service
12. contracts for the carriage of cargo, ocean freight, wharfage and dockage detention
13. and demurrage and related charges with the Federal Maritime Commission or has
14. otherwise maintained said rates, charges, tariffs or service contracts pursuant to
15. The Act. Pursuant to The Act, Plaintiff is prohibited from transporting cargo for a
16. lesser rate than that specified in its tariffs or service contracts. The Act also
17. prohibits Defendant Golden Harvest from obtaining transportation or attempting to
18. obtain transportation of cargo at lesser rates.

19. 6. Plaintiff transported cargo for the benefit of Defendant Golden
20. Harvest during 2019 in the foreign commerce of the United States in the course
21. and scope of Defendant's operations. Such transportation and services provided
22. are evidenced by Plaintiff's service contracts, bills of lading and/or freight bills,
23. invoices, credit agreements and freight guarantees, the terms of which are
24. incorporated herein through this reference. Plaintiff has fully performed its tariff
25. and contractual obligations. A summary of the relevant bills of lading and
invoices are attached hereto as Exhibit "A" and made a part hereof.

1. 7. Plaintiff has demanded that Defendant pay the amount due to
2. Maersk.

3. 8. Defendant has knowingly and willfully failed and refused to pay
4. Plaintiff the full amount due.

5. 9. Consequently, Defendant is liable to Plaintiff in the amount of
6. \$642,395.00, after all credits identified in Exhibit A, plus reasonable attorneys'
7. fees, costs, and interest thereon.

8. **SECOND COUNT**

9. **(For Breach of Written Contract(s))**

10. 10. Plaintiff refers to paragraphs 1 through 9 of this complaint and
11. incorporates them herein by this reference.

12. 11. Said transportation was performed pursuant to a written contract(s) of
13. carriage and/or service contracts between Plaintiff and Defendant Golden Harvest,
14. as evidenced by said bills of lading and/or invoices listed in Exhibit A.

15. 12. Plaintiff has fully performed its obligations under said contracts
16. except those obligations, if any, which Plaintiff was excused from performing.

17. 13. Plaintiff has demanded that Defendant pay the amount due under said
18. contracts and the Defendant has refused to pay thereon.

19. 14. Consequently, Defendant is liable to Plaintiff in the amount of
20. \$642,395.00, after all credits identified in Exhibit A, plus reasonable attorneys'
21. fees, costs and interest thereon.

1. **THIRD COUNT**

2. **(For Unjust Enrichment and/or Quantum Meruit))**

3. 15. Plaintiff refers to paragraphs 1 through 14 of this complaint and
4. incorporates them herein by this reference.

5. 16. Plaintiff provided Defendant with goods and services at
6. Defendant's request and/or direction, and Defendants have benefited thereby.

7. 17. Plaintiff expected to be compensated for the goods and services
8. provided to Defendant and Defendant knew that Plaintiff expected such
9. compensation.
10. 11. compensation.

12. 18. Defendant has not compensated Plaintiff for any of the value of the
13. goods and services provided to Defendants.

14. 19. Defendants have been unjustly enriched and are liable to Plaintiff
15. for the value of that unjust enrichment in the sum of \$642,395.00 after all credits
16. identified in Exhibit A, which is now due, owing and unpaid for said goods and
17. services plus reasonable attorneys' fees, costs and interest thereon.
18. 19. services plus reasonable attorneys' fees, costs and interest thereon.

20. **FOURTH COUNT**

21. **(For Account Stated)**

22. 20. Plaintiff refers to paragraphs 1 through 19 of this complaint and
23. incorporates them herein by this reference.
24. 20. incorporates them herein by this reference.

1. 21. Plaintiff produced a series of writings evidencing a total balance on
2. defendant Golden Harvest's account to defendants in the form of bills of lading,
3. freight invoices, and statements of account.

4. 22. Defendants acquiesced to the written accounts by failing to object
5. to the correctness of the writings within a reasonable amount of time.

6. 23. By failing to object to the writings, the defendant is liable to
7. Plaintiff for account stated in the sum of \$642,395.00 after all credits identified in
8. Exhibit A, is now due, owing and unpaid on said account.

9. 24. Consequently, Defendant is liable to Plaintiff in the amount of
10. \$642,395.00, after all credits identified in Exhibit A, plus reasonable attorneys'
11. fees, costs and interest thereon.

12.
13. WHEREFORE, plaintiff prays for judgment against defendant as follows:

14. 1. For judgment against the defendant in the principal amount of \$642,395.00
15. in favor of plaintiff Maersk Line;
16. 2. For the costs of collection, according to proof;
17. 3. For costs of suit incurred herein, according to proof;
18. 4. For pre-judgment and post-judgment interest;
19. 5. For reasonable attorneys' fees as provided in tariff and contract; and
20. 6. For such other and further relief as the Court deems just and proper.

21.
22. Dated: July 23, 2020,

23. By: s/ William D. DeVoe
24. William D. DeVoe
25. Law Office of William DeVoe
Attorneys for Plaintiff
MAERSK LINE

Account	bill of lading	Inv. ref.	Ref. Key 2	amount	Doc..Date
US02569980	968385513	5255107787	EXPORT	(\$9,920.00)	04/12/2019
US02569980	968253600	5255088285	EXPORT	\$431,241.00	04/06/2019
US02569980	968253611	5255088287	EXPORT	\$180,843.00	04/06/2019
US02569980	968323594	5255088705	EXPORT	\$264,309.00	04/06/2019
US02569980	968640603	5255179643	EXPORT	\$14,949.00	05/03/2019
US02569980	967927718	3410385669		(\$19,458.00)	06/11/2019
US02569980	967927718	3410385670		(\$13,670.00)	06/11/2019
US02569980	968253600	5255088285	EXPORT	(\$100,000.00)	07/13/2019
US02569980	968876597	3501372041		(\$14,949.00)	08/07/2019
US02637820	968896738	5255517287	DEM-INV	\$71,300.00	08/07/2019
US02569980	968253600	5255088285	EXPORT	(\$120,000.00)	09/05/2019
US02569980	968253600	5255088285	EXPORT	(\$150,000.00)	09/29/2019
US02569980	969311548	5255862874	DEM-INV	\$1,230.00	11/08/2019
US02569980	969311548	5255928743	DEM-INV	\$45,830.00	11/28/2019
US02569980	969311548	5255955165	DEM-INV	\$49,750.00	12/06/2019
US02569980	968253600	5255088285	EXPORT	(\$1,200.00)	01/12/2020
US02569980	969811819	5256194952	DEM-INV	\$6,070.00	02/13/2020
US02569980	969811819	5256340915	DEM-INV	\$6,070.00	04/01/2020
				\$642,395.00	